

CERCLA SECTION 122(h)(1) AGREEMENT  
FOR RECOVERY OF PAST RESPONSE COSTS

IN THE MATTER OF:	)	AGREEMENT FOR RECOVERY
	)	OF PAST RESPONSE COSTS
Standard Scrap Site	)	
Chicago, Cook County, Illinois	)	U.S. EPA Region 5
	)	CERCLA Docket No.
	)	
	)	V.W. 70-C-3 0
SETTLING PARTIES	)	PROCEEDING UNDER SECTION
See List in Appendix A	)	122(h)(1) OF CERCLA,
	)	42 U.S.C. § 9622(h)(1)

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D, and re-delegated to the Director, Superfund Division, by EPA Regional Delegation No. 14-14-D.

2. This Agreement is made and entered into by EPA and the Settling Parties listed in Appendix A to this Agreement ("Settling Parties"). Each Settling Party consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Standard Scrap Site ("Site") (a/k/a "Standard Scrap Metal/Chicago International Exporting site") located at or about 4004-4020 South Wentworth/4000-4020 South Wells, Chicago, Cook County, Illinois, and depicted more clearly on the map included in Appendix C of this Agreement. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

5. In performing these response actions, EPA incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred at or in connection with the Site.

7. EPA and Settling Parties desire to resolve Settling Parties' alleged civil liability for Past Response Costs without litigation and without the

admission or adjudication of any issue of fact or law.

### III. PARTIES BOUND

8. This Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

### IV. DEFINITIONS

9. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

f. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

g. "Parties" shall mean EPA and the Settling Parties.

h. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through June 30, 1998, plus accrued Interest on all such costs through such date. An Itemized Cost Summary listing those costs is set forth in Appendix B of this

Agreement.

i. "Section" shall mean a portion of this Agreement identified by a roman numeral.

j. "Settling Parties" shall mean those parties identified in Appendix A.

k. "Site" shall mean the Standard Scrap Superfund site, encompassing approximately 2.7 acres, located at or about 4004-4020 South Wentworth/4000-4020 South Wells, in Chicago, Cook County, Illinois, and depicted more clearly on the map included in Appendix C of this Agreement.

l. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### **V. REIMBURSEMENT OF RESPONSE COSTS**

10. Within 30 days of the effective date of this Agreement, each Settling Party shall pay to the EPA Hazardous Substance Superfund the corresponding amount listed for that Settling Party, as set forth in Appendix A to this Agreement, in reimbursement of Past Response Costs.

11. Payments shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number "HQ", and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency  
Superfund Accounting  
P.O. Box 70753  
Chicago, Illinois 60673

12. At the time of payment, each Settling Party shall send notice that such payment has been made to:

Mike Anastasio (C-14J)  
Assistant Regional Counsel  
77 W. Jackson Boulevard  
Chicago, Illinois 60604

#### **VI. FAILURE TO COMPLY WITH AGREEMENT**

13. In the event that a payment required by Paragraph 10 is not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment, and payment of said accrued Interest shall be made by any Settling Party who failed to make the required payment.

14. If any amounts due to EPA under Paragraph 10 are not paid by the required date, any Settling Party who has not made the required payment shall pay to EPA, as a stipulated penalty, in addition to the Interest required by

Paragraph 13, \$1,000 per violation per day that such payment is late.

15. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made in accordance with Paragraphs 11 and 12.

16. Penalties shall accrue as provided above regardless of whether EPA has notified the respective Settling Party(ies) of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after performance is due, or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

17. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of any Settling Party's failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, all Settling Parties who fail to comply with any term or condition of this Agreement shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, any Settling Party(ies) who failed to make such payment(s) shall be jointly and severally liable and responsible for making all payments due under this Agreement.

19. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

#### VII. COVENANT NOT TO SUE BY EPA

20. Except as specifically provided in Paragraph 21 (Reservations of Rights by EPA), EPA covenants not to sue Settling Parties who comply with the terms and conditions of this Agreement, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect with respect to each Settling Party upon receipt by EPA from that Settling Party of all amounts required by Section V (Reimbursement of Response Costs) and Section VI, Paragraphs 13 (Interest on Late Payments) and 14 (Stipulated Penalty for Late Payment). This covenant not to sue is conditioned upon the satisfactory performance by the Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties who comply with the terms and conditions of this Agreement and does not extend to any other person.

### VIII. RESERVATIONS OF RIGHTS BY EPA

21. The covenant not to sue by EPA set forth in Paragraph 20 does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

22. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

### IX. COVENANT NOT TO SUE BY SETTLING PARTIES

23. Settling Parties agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

24. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

25. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA and Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

26. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

27. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

28. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

29. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Paragraph 20.

30. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this Agreement.

#### **XI. RETENTION OF RECORDS**

31. Until 2 years after the effective date of this Agreement, each Settling Party shall preserve and retain all records and documents now in its

possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary; except those records and documents provided to EPA in response to a CERCLA Section 104(e) information request response or obtained from EPA.

32. After the conclusion of the document retention period in the preceding paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Settling Parties shall deliver any such records or documents to EPA. Settling Parties may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor.

33. By signing this Agreement, each Settling Party certifies individually that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Party regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e).

## **XII. NOTICES AND SUBMISSIONS**

34. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

### **As to EPA:**

Mike Anastasio (C-14J)  
Assistant Regional Counsel  
77 W. Jackson Boulevard  
Chicago, Illinois 60604

### **As to Settling Parties:**

Shell J. Bleiweiss  
Chicago Bar Association Building  
321 South Plymouth Court  
Suite 1200  
Chicago, IL 60604-3990

## **XIII. INTEGRATION/APPENDICES**

35. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: "Appendix A" is a list of the Settling Parties; "Appendix B" is an Itemized Cost Summary listing all Past Response Costs as defined in this Agreement; "Appendix C" is a map depicting the Site; and "Appendix D" is the approval of the Attorney General or her designee.

## **XIV. PUBLIC COMMENT**

36. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(I) of CERCLA, 42 U.S.C. § 9622(I). In accordance with Section 122(I)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

## **XV. ATTORNEY GENERAL APPROVAL**

37. The Attorney General or her designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42



U.S.C. § 9622(h)(1). A copy of this approval is set forth in Appendix D of this Agreement.

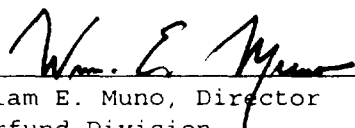
XV. EFFECTIVE DATE

38. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 36 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

BY: \_\_\_\_\_

  
William E. Muno, Director  
Superfund Division  
Region 5

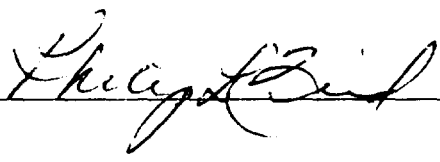
DATE: \_\_\_\_\_

5/28/21

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 30th day of March, 1999

Settling Party Name: Universal Scrap Metals, Inc.

Signature: 

Signatory Name (printed): Philip L. Zeid


Title/Relation to Settling Party: President

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 7<sup>th</sup> day of April, 1998

Settling Party Name: Cozzi Iron & Metal, Inc

Signature: 

Signatory Name (printed): Frank J Cozzi


Title/Relation to Settling Party: President

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 7<sup>th</sup> day of April, 1998 9

Settling Party Name: Scrap Processing, Inc

Signature: 

Signatory Name (printed): Frank J. Gizzi


Title/Relation to Settling Party: President

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 7<sup>th</sup> day of April, 1998 9

Settling Party Name: Boleo Metals Inc.

Signature: 

Signatory Name (printed): Frank J. Cuzzi

Title/Relation to Settling Party: Vice President

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 26 day of MARCH, 1999

Settling Party Name: H. DIMMONS IRON & METAL CO.

Signature: Linda I. McCabe

Signatory Name (printed): LINDA I. MCCABE

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 26th day of March, ~~1998~~ 1999

Settling Party Name: Sadoff & Rudoy Industries DBA: Sadoff Iron & Metal Company, Gus Holman Company, Alfred Muchin Company

Signature: \_\_\_\_\_



Signatory Name (printed): David J. Borsuk

Title/Relation to Settling Party: Manager - Industrial Marketing and Quality Control

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 21<sup>st</sup> day of March, 1999

Settling Party Name: A. KRAMER & Co

Signature: [Signature] Exec V.P.

Signatory Name (printed): A. P. O'BRIEN

Title/Relation to Settling Party: Exec V.P.

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site



THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 25 day of MARCH, 1998 *2 m*

Settling Party Name: AZCON CORPORATION

Signature: *Jerrie D. Burtis*

Signatory Name (printed): JERRIE D. BURTIS

Title/Relation to Settling Party: Vice President & Chief Financial Officer

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 24<sup>th</sup> day of MARCH, 1999

Settling Party Name: MANDEL METALS INC

Signature: 

Signatory Name (printed): RICHARD MANDEL

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 24th day of March, 199~~8~~<sup>9</sup>

Settling Party Name: General Motors Corporation

Signature: Don A. Schiemann

Signatory Name (printed): Don A. Schiemann

Title/Relation to Settling Party: Attorney

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 5th day of April, ~~1998~~ 1999

Settling Party Name: 1 Janssenburg Industrial Service Co.

Signature: William O. Somerville

Signatory Name (printed): William O. Somerville

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of  
the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 6<sup>th</sup> day of April, 1999

Settling Party Name: **Southern Scrap Material Co., Limited (through its  
successor company Southern Scrap Material Co.,  
L.L.C.); its member Southern Recycling, L.L.C.; and  
its member Southern Holdings, Inc.**

Signature: \_\_\_\_\_

*[Handwritten Signature]* attorney in fact

Signatory name (printed): \_\_\_\_\_

*JACK M. ALLTMAW*

Title/Relation to Settling Party: \_\_\_\_\_

*attorney in fact*

This page is one of several signature pages for  
In the Matter of the Standard Scrap Site

## Appendix A

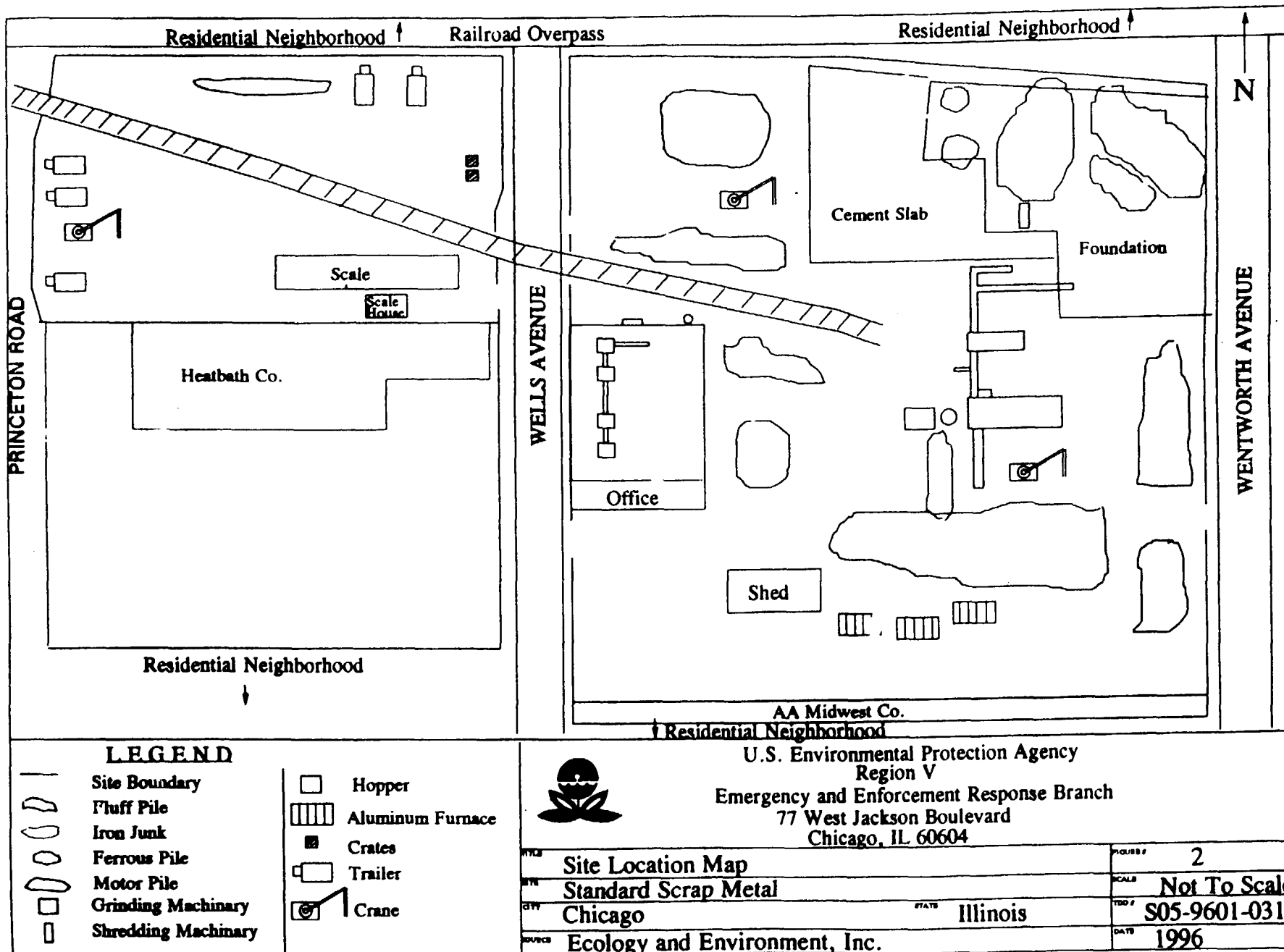
Universal Scrap Metals, Inc.	\$30,000
Cozzi Iron & Metal, Inc. Scrap Processing, Inc. Balco Metals, Inc.	\$24,000
H. Diamond Iron & Metal Co.	\$20,000
Sadoff & Rudoy Industries d/b/a Sadoff Iron & Metal Company, Gus Holman Company, and Alfred Muchin Company	\$88,400
H. Kramer & Co.	\$ 2,000
Azcon Corporation	\$60,000
Mandel Metals Inc.	\$ 8,000
General Motors Corporation	\$12,000
Brandenburg Industrial Service Co.	\$51,000
Southern Scrap Material Co., Limited (through its successor company Southern Scrap Material Co., L.L.C.), its member Southern Recycling, L.L.C., and its member Southern Holdings, Inc.	<u>\$75,000</u>
	\$370,400

APPENDIX B

ITEMIZED COST SUMMARY  
STANDARD SCRAP, CHICAGO, IL  
SUPERFUND SITE # HQ  
PREPARED 07/17/98

<u>EPA EXPENDITURES</u>	<u>Cumulative Costs Through June 30, 1998</u>
<b>EPA PAYROLL --</b>	
--Headquarters	\$ 0.00
--Regional	70,336.45
<b>INDIRECT COST --</b>	
--	79,206.50
<b>EPA TRAVEL --</b>	
--Headquarters	0.00
--Regional	272.76
<b>CLP CONTRACTS --</b>	
--Financial Cost Summary	13,886.26
<b>ERCS CONTRACT --</b>	
--Riedel Environmental Services (68-S2-5001)	3,191,061.72
<b>INTERAGENCY AGREEMENT --</b>	
--Department of Justice (DW15653201)	94,583.44
<b>MISCELLANEOUS EXPENDITURES --</b>	
--Speedscript (652158NNSA)	220.00
--Tahira Mahmood (9605KEE010)	26.50
<b>START CONTRACT --</b>	
--Ecology & Environment (68-W6-0011)	<u>6,229.15</u>
<b>TOTAL EPA COSTS BEFORE INTEREST</b>	<b>\$3,455,822.78</b>
<b>TOTAL COST RECOVERED TO DATE</b>	<b><u>0.00</u></b>
<b>TOTAL EPA COST FOR STANDARD SCRAP,</b>	<b>\$3,455,822.78</b>
<b>Prejudgment Interest (Demand Letter Date: 5/17/96)</b>	<b><u>440,104.16</u></b>
<b>TOTAL EPA UNRECOVERED COST FOR STANDARD SCRAP, CHICAGO, IL</b>	<b><u>\$3,895,926.94</u></b>

**Please Note:** National Contract Laboratory program costs may be significantly understated. These costs do not include any lab costs that may have been billed to EPA prior to FY 1986. If such costs were incurred, and no estimate of the CLP Sample Management Cost (ranges from 6.1% to 17.0% of Analytical costs) is provided. A complete accounting of Contract Laboratory Costs normally is provided by VIAR within the documentation process.







U. S. Department of Justice

Environment and Natural Resources Division

Office of the Assistant Attorney General

Washington, D.C. 20530

July 8, 1999

William E. Muno  
Director, Superfund Division  
U.S. Environmental Protection Agency  
Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

Re: Proposed Administrative Orders on Consent Relating to the Standard Scrap Metal/Chicago International Exporting Site, Chicago, Illinois

Dear Mr. Muno:

We have received your request, pursuant to Section 122(h) of CERCLA, 42 U.S.C. § 9622(h), that the Department of Justice concur in six proposed administrative orders on consent ("AOC"), pursuant to which 16 parties in total (the "Settlers") agree to pay \$555,859.56, to settle claims for past response costs that EPA incurred when it performed a removal action at the Standard Scrap Metal/Chicago International Exporting Site (the "Site") in Chicago, Illinois, from September 22, 1994, through January 30, 1996. Under the proposed AOCs, EPA covenants not to sue the Settlers for past response costs only. It is our understanding that EPA does not currently anticipate any further response actions at this Site.

We have carefully considered the proposed AOCs, and have determined that the Settlers will be paying at least their pro rata share of the past response costs. Viable PRPs still exist, and it appears that EPA can recover the remaining amount of its outstanding past costs from those other PRPs. Accordingly, we hereby concur with the proposed AOCs.

Sincerely,

Lois J. Schiffer  
Assistant Attorney General